ALABAMA BOARD OF PARDONS AND PAROLES REQUEST FOR PROPOSALS: No. 13-RFP-043-003 PSYCHOLOGICAL SERVICES

Purpose of RFP

The Alabama Board of Pardons and Paroles (hereinafter, "the Board" or "ABPP") is seeking proposals from qualified professionals to provide psychological screening services, including:

- Initial screening examinations for newly appointed (probationary status) Probation and Parole Officers,
- Fitness for duty or return to duty examinations for active merit Probation and Parole Officers.

Background

The successful vendor will be required to assess the psychological stability and suitability for a career with the Board of applicants for Probation and Parole Officer (classified positions under the State Merit System). As the Board's Probation and Parole Officer selection process is multi-phased, applicants may be screened out at any point during the process. The number of anticipated applicants per calendar year should not exceed thirty (30) individuals and will likely be less. The number of applicants will vary depending on the needs of the Board and available funding. The number of employees requiring fitness-for-duty or return-to-duty assessments should not exceed five (5), but could be more or less. No maximum or minimum amount of work is guaranteed. The Board reserves the right to alter the total number of assessments required under the terms of any awarded contract.

Minimum Qualifications

Vendors must provide the services of an individual (or individuals that meet the following minimum professional qualifications):

- PhD in clinical psychology from an accredited university;
- Demonstrable testing and assessment experience/expertise;
- Minimum of three (3) years post-graduate experience providing psychological services;
- Licensed or certified to practice psychology (or psychiatry) in Alabama (proof of licensure/certification must be included with proposal);
- Experience with law enforcement psychological assessments, including screening applicants for hire and performing fitness-for-duty and return-to-duty evaluations preferred.

Vendor must provide along with the proposal an up-to-date resume of any individual who would be performing services under any executed contract.

Along with any resume, Vendor will provide a minimum of three (3) professional references for such individuals, including the reference's name and phone number. References should be capable of speaking to similar contracts/services rendered by vendor.

Services Required

The successful vendor will be required to meet all assessment needs requested by the Board.

The successful vendor must provide for new hire screening of Probation and Parole Officers, as well as conduct fitness for duty and return to duty assessments of permanent status Probation and Parole Officers to determine their stability and suitability for employment as a law enforcement officer.

Services will include testing, using validated psychological testing instruments and in-depth personal history evaluations. Nationally validated screening methods will be given preference.

Vendor will conduct in-person interviews of employees.

Vendor will provide an individual written report for each employee who has undergone an in-person interview, regardless of status, (i.e. new hire, fitness for duty, or return to duty), addressing the stability and suitability of the candidate. Following each interview, Vendor will provide a verbal summary report to the Board within seventy-two hours and a full written report within ten (10) calendar days of the conclusion of an in-person interview. The report will provide in detail the employee's strengths and weaknesses and use a scale to indicate whether the applicant exceeds, meets, or does not meet standards required to perform as a Probation and Parole Officer (the report should contain reference to psychological traits or characteristics related to law enforcement job performance factors and specifically to those duties and responsibilities of a classified Probation and Parole Officer). The report must provide a recommendation to the Board as to whether the employee should be continued in employment. Each report must be unique to each applicant. Each report will contain any reservations Vendor has about the validity and reliability of the test results, as well as a disclaimer within the report stating that the information is ONLY valid for the position specified.

Each report at a minimum will address the following:

- Purpose and nature of assessment
- Assessment procedure
- Prior social history
- Personality attributes
- Emotional history
- Personality functioning
- Motivational level
- Psychosocial background
- Any other information pertinent to the evaluation/decision making process

Reports should include a breakdown of the evaluation summary to show how the employee scored in specific areas of the assessment.

Prior to conducting any tests, screening, or interviews of specific employees, a disclosure/release of information form will be provided to the employee explaining that the Board is the client, and the information obtained will be released only to the Board.

Vendor must specify in the proposal anticipated time requirements for a typical screening process and in-person interview, as well as any other requirements (supplies, materials, etc.) that will be necessary to perform services.

Vendor must provide in the proposal all applicable hourly rates and an itemized breakdown of costs (direct and indirect) based on the services that will be required. Vendor should identify a single per hour contract rate for services, which will include all direct and indirect costs. If multiple individuals may provide service under an executed contract, this information must be provided for each such individual.

Vendor must specify in the proposal the anticipated location(s) where work will be performed; vendor is not to use Board facilities or offices to provide services, unless specifically approved by the Board.

Proposed Contract/Contract Term/Effective Date

Upon acceptance of Vendor's proposal by the Board, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Legislative Contract Review Oversight Committee of the State of Alabama and the approval and signature of the Governor of the State of Alabama. Vendor will assume responsibility for

providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or his designee. The executed contract will not be effective until it has received all requisite state government approvals. Vendor shall not begin performing services thereunder until notified by the Board. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.

This RFP does not, by itself, obligate the Board; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with Vendor's proposal. The Board hereby reserves the right to add terms and conditions during contract negotiations, within the scope of this RFP.

The anticipated contract term for this RFP is a two (2) year period with three (3) renewal options for an additional year.

When provided for in any executed contract, ABPP has the sole option to exercise renewal options. Unless otherwise provided by any executed contract, the holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension and all other terms and conditions shall remain in full force and effect.

Form and Content of Proposals

One (1) original paper or hard copy of the proposal must be submitted along with five (5) paper or hard copy proposals, including copies of completed/notarized required documents. The proposal package must be properly labeled with Vendor's name, proposal opening date, and RFP name. Failure to submit the required number of copies in this requested format may prevent a vendor's proposal from being evaluated within the allotted time.

An authorized representative of vendor must sign the original proposal with any changes made in ink in all required places. The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP in the proposal response may result in the disqualification of Vendor's proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Vendor's proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person the Board should contact regarding the proposal.

Vendor's proposal must include an original signature and notarization on the enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and Vendor Disclosure Statement (Appendix B), both of which must be returned with the proposal. The "Proposal Box" must be checked on the Vendor Disclosure Statement submitted along with Vendor's proposal. {Please note: a separate Vendor Disclosure Statement (with the "Contract Box" checked) must be completed by the successful vendor to accompany any executed contract.} Also, if vendor so prefers, an electronic copy of the Vendor Disclosure Statement is available through the Alabama Attorney General's website, see http://www.ago.state.al.us/ag_items.cfm?ltem=70, along with directions for completion. A copy of the successful Vendor's completed disclosure statement shall be filed with the Board and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 shall be public record.

Vendor will complete an "Immigration Status" form (Appendix C). Vendor further warrants Vendor does not and will not knowingly employ, hire, or continue to employ and unauthorized alien within the State of Alabama. Vendor must provide documentation establishing enrollment in the e-Verify program and shall additionally complete the attached "Certificate of Compliance" (Appendix D).

A valid tax ID (W-9 is attached as Appendix E) must be submitted with vendor's proposal or within five (5) days of the Board's request.

If applicable, a Corporate Acknowledgment Statement must also be completed and included with the proposal, Appendix F.

Note: Vendor's must be registered to perform business with the State of Alabama to be awarded a state contract. A copy of the State Vendor Application ad information pertinent to doing business with the State of Alabama is available at the following website: http://purchasing.alabama.gov/pages/vendors/aspx. Registration is required every three (3) years. Applications should be submitted to the Purchasing Division of the Alabama Department of Finance.

Certifications Based on Proposal Submission

By submitting a proposal, Vendor warrants acceptance and agreement with all terms and conditions presented in this RFP and further certifies that Vendor is legally authorized to conduct business within the State of Alabama and to comply with providing the services described.

Vendor warrants by submitting a proposal that all statements contained in the proposal are true and correct.

By submitting a proposal, Vendor warrants that neither Vendor not any of Vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, etc. is a current employee of the Board of Pardons and Paroles and that not such individuals have been employed by the Board within a two (2) year window preceding the issuance of this RFP. During the tem of any awarded contract, Vendor shall by responsible for ensuring compliance with this requirement.

Vendor certifies by submission of a proposal that Vendor has not publically or privately colluded with any other vendor.

Vendor certifies by submission of a proposal that it has disclosed and agrees to be held by a continuing obligation to disclose financial and other interests (public or private, direct or indirect) that may pose a potential conflict of interest, or which may conflict in any manner with Vendor's obligations and performance of an awarded contract. Vendor shall not employ any individual with a conflict of interest to perform any service described in this RFP.

Date Proposals Received

Proposals will be received until **Tuesday**, **August 13**, **2013 at 4:30 p.m.** Proposals must be received by this date and time to be considered by the Board.

Return Proposals to:

ATTN: Meridith H. Barnes
Alabama Board of Pardons and Paroles, Legal Division
310 S. Ripley Street, Bld D
P.O. Box 302405
Montgomery, Alabama 36130

*Proposals may be returned via Express/Overnight mail to street address only!

Proposal Opening

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on **Wednesday**, **August 14, 2013 at 8:30 a.m.** The Board does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason. Proposal opening will be in the ABPP Board Room at the Board's Montgomery Central Office (same address as above). Proposal opening will be in an Open Public Meeting, making information public to those interested respondents who may be present either in person or by representative. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

Request to Modify or Withdraw Offer

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked

Modification to (or Withdrawal of) Proposal. Only written requests received by the Board prior to the scheduled opening time will be accepted. The Board will supplement original proposals received with accepted written modification requests.

Suspected Errors/Clarification

If a vendor suspects an error, omission, or discrepancy in this solicitation, vendor must immediately notify the Board's designee in writing, Meridith H. Barnes, at the above stated address or by e-mail (Meridith.Barnes@alabpp.gov). ABPP will issue written instructions if appropriate and make any necessary changes available to all interested parties by posting the same on the Board's website, http://www.pardons.state.al.us/. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

If a vendor considers any part of the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of the proposal. The Board will respond in writing or by e-mail to all such requests if a response is deemed appropriate. The Board's response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on the Board's website, http://www.pardons.state.al.us/. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

The deadline for submitting such questions is **4:30 p.m. on Tuesday, August 6, 2013.** ABPP's response to questions will be provided no later than **24 hours from the submission deadline.**

Amendments

Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance's Purchasing Division as required by posting the same on the Board's website, http://www.pardons.state.al.us/. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

Proposal Firm Time

The proposal will remain firm and unaltered after opening for one-hundred and twenty (120) days after the proposal due date or until ABPP signs a contract with another vendor, whichever is earlier. ABPP may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

Evaluation and Method of Selection

The Board will designate a Proposal Evaluation Committee to be made up of at least four (4) members of ABPP Senior Staff. The Board reserves the right to include a designee from the Department of Mental Health to participate in proposal evaluations.

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contractual requirements. ABPP may seek clarification of a proposal from any vendor at any time; Vendor's failure to timely respond is cause for rejection. Clarification is not an opportunity to modify a proposal.

ABPP may request an oral presentation or conduct interviews to support vendor's written proposal.

Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.

Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of ABPP. ABPP further reserves the right to use for its benefit the ideas contained in proposals received. After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the agency's website.

Upon ABPP selecting a vendor's proposal for contract negotiations, ABPP will send vendor written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as ABPP signs a contract or determines negotiations with vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with ABPP.

ABPP anticipates making a vendor selection within no more than **48 hours** from the date scheduled for proposal opening, but reserves the right for an extension of time as required.

Evaluation Criteria

- Experience, Expertise, Knowledge, Stability, and Reputation of Vendor (35%)
- Understanding and Responsiveness to RFP (25%)
- Proposed Budget (40%)

Responsibility to Read and Understand RFP

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

Contract Negotiations

The selected vendor may be required to enter into contract negotiations at the discretion of ABPP. If an agreement cannot be reached to the satisfaction of ABPP, the Board may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State of Alabama and ABPP official(s).

If Vendor begins any billable work prior to final approval and execution of a contract, vendor does so at its own risk. Vendor's contract, itself, will not be effective until it has received all requisite state government approvals, which includes the signature of the Governor of the State of Alabama, and vendor is entitled to no compensation for work or services performed prior to the effective date of the contract.

The Board anticipates submitting any executed contract to the Legislative Oversight Review Committee for approval by the deadline for September's Contract Review Meeting (on **September 5, 2013, 1:00 p.m.**). As such, any awarded contract must be executed by ABPP and the successful vendor, and all requisite forms submitted, **before Friday August 23, 2013** for timely submission.

Standard Contract Terms

A standard agency contract will be required.

Point of Contact

ABPP will consider the person who signs Vendor's proposal to be the contact person for all matters pertaining to the proposal unless vendor expressly designates another person in writing. By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within

Vendor's proposal. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.

Reservations

ABPP hereby reserves the right to cancel this RFP, reject any or all proposals, to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects and/or seek additional proposals and also reserves the right to award one or more professional service contracts that ABPP determines to be in the best interest of the state and ABPP. All services may be awarded to one (1) professional service provider or ABPP may award different services described in the RFP to different providers.

ABPP reserves the right to award the contract to a vendor other than the lowest-priced vendor, if a higher-priced proposal provides the best value as determined by ABPP.

Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract.

This process is only for the benefit of ABPP and is to provide ABPP with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of ABPP.

Payment of Costs

ABPP is not responsible for and will not pay or reimburse any associated cost incurred by Vendor in the preparation and submission of Vendor's proposal or in any processes associated with Vendor's participation, regardless of whether Vendor is selected.

APPENDIX A

VENDOR AUTHORIZATION TO SUBMIT PROPOSAL

agrees to furnish the services described
in this proposal in response to the ABPP, Psychological Services RFP, dated
and guarantees that this proposal meets or exceeds all specifications, terms, conditions, and
requirements listed therein.
I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom o
competition by agreement to respond at a fixed price or to refrain from responding or otherwise.
Authorized Signature (ink)
Authorized Name (typed)
Title of Authorized Person
Name/Company Name
(Business) Mailing Address
City, State, Zip
Prospective Respondent's Telephone Number
Date
Sworn to and subscribed before me and given under my hand and official seal this the
day of, 20
NOTARY PUBLIC My Commission Expires:

APPENDIX B Vendor Disclosure Statement



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD	,
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
This form is provided with:	,
Contract Proposal Request for Proposal Invitation	n to Bid Grant Proposal
Have you or any of your partners, divisions, or any related business units previous Agency/Department in the current or last fiscal year? Yes No If yes, identify below the State Agency/Department that received the goods or service vided, and the amount received for the provision of such goods or services.	
STATE AGENCY/DEPARTMENT TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Have you or any of your partners, divisions, or any related business units previousl Agency/Department in the current or last fiscal year?	y applied and received any grants from any State
Yes No If yes, identify the State Agency/Department that awarded the grant, the date such g	rant was awarded, and the amount of the great
STATE AGENCY/DEPARTMENT DATE GRANT AWARDED	AMOUNT OF GRANT
 List below the name(s) and address(es) of all public officials/public employees with any of your employees have a family relationship and who may directly personally Identify the State Department/Agency for which the public officials/public employee 	benefit financially from the proposed transaction
NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS	STATE DEPARTMENT/AGENCY

ininediate lamily, or any or your emp	ployees have a tamily relationship and who ma plic officials/public employees and State Depar	olic employees with whom you, members of your ay directly personally benefit financially from the tment/Agency for which the public officials/public
NAME OF FAMILY MEMBER		PUBLIC OFFICIAL/ STATE DEPARTMENT/ C EMPLOYEE AGENCY WHERE EMPLOYED
If you identified individuals in items one a officials, public employees, and/or their fagrant proposal. (Attach additional sheets	amily members as the result of the contract, pr	direct financial benefit to be gained by the public oposal, request for proposal, invitation to bid, or
Describe in detail below any indirect finan public official or public employee as the readditional sheets if necessary.)	icial benefits to be gained by any public official esult of the contract, proposal, request for prop	, public employee, and/or family members of the posal, invitation to bid, or grant proposal. (Attach
List below the name(s) and address(es) o posal, invitation to bid, or grant proposal:	f all paid consultants and/or lobbyists utilized to	o obtain the contract, proposal, request for pro-
NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS	
to the pest of my knowledge. I further ul	nd penalty of perjury that all statements on nderstand that a civil penalty of ten percent wingly providing incorrect or misleading inf	or attached to this form are true and correct (10%) of the amount of the transaction, not formation.
Signature	Date	
Notary's Signature	Date	Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

APPENDIX C Immigration Status

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States of	r
are in a proper and legal immigration status that authorizes them to be employed for pa	ay
within the United States.	

		Signature of Contractor
Witness		

APPENDIX D Certificate of Compliance

	ERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN ROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)
D	ATE:
R	E Contract/Grant/Incentive (describe by number or subject):
	by and between
	(Contractor/Grantee) and
	(State Agency, Department or Public Entity)
Γŀ	ne undersigned hereby certifies to the State of Alabama as follows:
1.	The undersigned holds the position of with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION A (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act". Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure. BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following: a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnership limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secreta of State. b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining much of the state.
	EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employed. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
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	EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employ. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household. (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act. (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama; Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control. Name of Contractor/Grantee/Recipier
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rti	EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household. (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act. (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama; Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control. Name of Contractor/Grantee/Recipier By: Its
rti e a	EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employ. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household. (a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act. (b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama; Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control. By: Name of Contractor/Grantee/Recipier

APPENDIX E W-9

Form **W-9** (Rev. October 2004)

(Rev. October 2004)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

INGINAL A	verta Service		1
69 is	Name (as reported on your income tax return)		
on page	Business name, if different from above		
Print or type Specific Instructions	Check appropriate box: Individual/ Corporation Partnership Other		Exempt from backup withholding
Print o	Address (number, street, and apt. or suite no.) Requester'		address (optional)
becific	City, state, and ZIP code		
See S	ist account number(s) here (optional)		
Part	Taxpayer Identification Number (TIN)		
alien, so your em	ur TIN in the appropriate box. The TIN provided must match the name given on Line 1 the withholding. For individuals, this is your social security number (SSN). However, for a rest is proprietor, or disregarded entity, see the Part I instructions on page 3. For other entitiologies identification number (EIN). If you do not have a number, see How to get a TIN on the account is in more than one name, see the chart on page 4 for guidelines on whose	sident es, it is nage 3.	or lentification number
Part I	Certification	<u></u>	
Under pe	nalties of perjury, I certify that:		4.4746
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting	for a number to be is:	sued to me), and
I am Reve	not subject to backup withholding because: (a) I am exempt from backup withholding, c nue Service (IRS) that I am subject to backup withholding as a result of a failure to repo ed me that I am no longer subject to backup withholding, and	or (b) I have not been r	ntified by the Internal
	a U.S. person (including a U.S. resident alien).		
withholdi For morto arrangem	on instructions. You must cross out item 2 above if you have been notified by the IRS to because you have failed to report all interest and dividends on your tax return. For repage interest paid, acquisition or abandonment of secured property, cancellation of debient (IRA), and generally, payments other than interest and dividends, you are not require our correct TIN. (See the instructions on page 4.)	eal estate transactions,	item 2 does not apply.
Sign Here	Signature of U.S. person ▶	ate >	

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- **U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States.
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
- 3. The IRS tells the requester that you furnished an incorrect TIN, or
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities.
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

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- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7?

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt From Backup Withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account '
Custodian account of a minor (Uniform Gift to Minors Act) a. The usual revocable savings trust (grantor is also trustee)	The minor ² The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner 1
Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
Sole proprietorship or single-owner LLC	The owner ³
A valid trust, estate, or pension trust	Legal entity ⁴
Corporate or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
2. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

APPENDIX F Corporate Acknowledgment Statement

CORPORATE ACKNOWLEDGEMENT AFFIDAVIT

STATE OF)	
COUNTY OF)	
REFORE ME the undersigned a	authority for said County and State, p	ersonally anneared
asasa Vsavas ivaas, the undersigned a		
deposed and said as follows:		
My name is	I am the	(title)
of	_Corporation. I hereby attest that	
i	s registered with the Alabama Secreta	ry of State to do
business in the State of Alabama. Attach	ed hereto is the Corporate Certificate	e of Authority to
do business in the State of Alabama.		
Signed:		
SWORN TO AND SUBSCRIBED before	re me this day of	2013.
	NOTARY PUBLIC Commission Expires:	····

ALABAMA BOARD OF PARDONS AND PAROLES

BOARD ORDER

The Board of Pardons and Paroles met on this Way of 2013, in open public meeting, at which time the following Board Members were present: BM Wynne, Chairman, Cliff Walker, Associate Member, and Robert P. Longshore, Associate Member.

The Board hereby votes to direct the Board's Executive Director, Cynthia Dillard or her designees, with assistance from the Board's legal division, to obtain the professional services of a vendor to provide for psychological evaluations for new hire probation and parole officers, as well as fitness for duty/return to duty assessments.

Said professional services shall be obtained in accordance with state law through the RFP process. Accordingly, the Board accepts and authorizes the release of the attached RFP.

Upon the conclusion of the RFP process, the Board will require the Executive Director, or her designee, to provide a recommendation for the contract award for such services to the Board.

Done this 14 day of July

APPROVED

DISAPPROVED

BILL WYNNE CHAIRMAN

MEMBER

CLIFF WALKER ASSOCIATE MEMBER

ROBERT P. LONGSHORE ASSOCIATE MEMBER

ASSOCIATE MEMBER